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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.5844 OF 2006

M/s. White Way Fashion ...Petitioner
V/s.
Shri Abdul Latif Salmani & anr. ...Respondents

Mr. M.S.Topkar with Mr. Kiran Kulkarni and Santosh Kyadiguppi for the Petitioner

Mr. Arshad Shaikh with Mr.R.M.Pethe for Respondent no.1

CORAM : B.H.MARLAPALLE,J.
DATED : 3rd December, 2007

P.C.

Heard Mr.Topkar with Mr. Kulkarni, the Learned Counsel for the petitioner establishment which is aggrieved by the Award passed by the Labour Court at Mumbai in Reference(IDA) NO. 174/1996. The said award dated 21-2-2006 directs petitioner first party to reinstate the 2nd party workman in the reference with continuity and pay backwages at the rate of Rs. 6000/- p.m. w.e.f. 22-6-1995.

2. The workman had filed his statement of claim and pointed out that he was terminated orally and without issuing any chargesheet or show cause notice he was

removed from service and initially there was a meeting in the office of the Government Labour Officer and some settlement had taken place in which first party had agreed to pay him the arrears of wages with reinstatement. However, the employer backedout from the settlement and refused to reinstate the workman. In defence the employer had relied upon the so called settlement dated 21-6-1995 that had taken place in the office of the Government Labour Officer.

3. The Learned Judge of the Labour Court held against the management on the point of settlement and proceeded to hold that the Respondent workman was illegally terminated from service and, therefore, he was entitled for reinstatement and full backwages.

4. The term 'settlement' has been defined under Section 2(p) of the Industrial Disputes Act, 1947 and it has to be a settlement either by conciliation or a written agreement between the parties and it must satisfy the requirements of Rule 61 of the Industrial Disputes (Bombay) Rules. What is being referred to by the employer is infact a receipt of payment which refers to a settlement between the parties in the office of the Government Labour Officer. Thus, the receipt by itself cannot be termed as a settlement. The management

insupport of its contentions that there was a settlement signed in the office of the Government Labour Officer ought to have examined either the said officer or office bearer of the union at whose instance the settlement was arrived allegedly.

5. On the other hand there was no dispute that the workman was out of employment and that too without initiating any departmental proceedings. Therefore, I do not find any reason to hold that the Learned Judge has committed any error apparent on the face of the record or the Learned Judge acted without jurisdiction or in any manner exceeded his judicial powers.

6. I must also mention that the preliminary issue raised before the Labour Court regarding employer-employee relationship has been dealt with on the basis of the evidence and answered against the petitioner.

7. Hence, I do not find any case for interference by invoking the supervisory powers of this Court under Article 227 of the Constitution. The petition is rejected summarily.

[B.H.MARLAPALLE,J.]